

Terms and Conditions

Welcome to the RecSys Challenge 2020 (“Challenge”). These are the Terms and Conditions (“Terms”) of the Challenge. The Challenge is organized by Politecnico di Bari, Free University of Bozen-Bolzano, TU Wien, University of Colorado, Boulder, and Universidade Federal de Campina Grande (“the Organizers”). Twitter shall provide the dataset solely as a sponsor of the Challenge.

Please read the Terms carefully. By agreeing with the Terms you acknowledge that you have read and understood the Terms, have had the opportunity to review the Terms with legal counsel even if you have chosen not to do so, accept these Terms and agree to be bound by them. If you don’t agree with (or cannot comply with) the Terms, then you may not participate in this Challenge.

By signing up, downloading the Challenge Data Set (defined below) or otherwise participating in any manner in the Challenge, you are entering into a binding contract with the Organizers. These Terms apply to that contact.

Eligibility

In order to access the Challenge Data Set and participate in this Challenge, you need to be 18 years or older or the age of majority in the jurisdiction of your residence.

You represent and warrant that you are free to enter into this contract with the Organizers, and you are not bound by any conflicting obligations or conditions whether resulting from employment or student relationship or otherwise. The Organizers do not require your full name or any other disclosure of your identity by the time you sign up for the Challenge. No purchase is necessary to participate or win a Prize (defined below) in this Challenge.

Officers, directors, employees and advisory board members (and their immediate families and members of the same household) of Twitter and its respective affiliates, subsidiaries, contractors, agents and advertising and promotion agencies are not eligible to participate in the Challenge.

Local rules and regulations may apply to each individual participant, so please check your local laws to ensure that you are eligible to participate in this Challenge.

The Organizers of the Challenge may in their sole discretion disqualify any participant they reasonably believe has attempted to undermine the legitimate operation of the Challenge by cheating, deception, other unfair practices or abuses, threatens or harasses any other participants, the Organizers or Twitter.

Participation

This Challenge is a skills-based competition to promote and further the field of data science. In order to participate, you must follow all instructions and requirements posted on the Website (“Requirements”). “Website” means <http://recsys-twitter.com/>.

You can participate in this Challenge alone or as a team. There is no maximum team size, and the minimum team size is one person. Each individual participant needs to create a developer account as described on the Website. Participants may not collaborate unless those participants entered this Challenge as a team; participants who are members of the same team may collaborate with one another. Teams may be merged if the merging teams notify the Organizers accordingly via the email address challenge2020@recsys.acm.org. Teams may be merged only during the Validation phase. After the Validation phase ends and the Testing phase starts teams merging isn’t allowed anymore. If you participate in this Challenge as part of a team, then you may participate in one team only.

The Challenge will run from the start date and time to the end date and time set forth on the Website and may be subject to change. Any updated or additional deadlines will be

publicized on the Website. It is your responsibility to check the Website regularly to stay informed of any deadline changes. YOU ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN YOUR LOCATION.

Challenge Data Set

For purposes of this Challenge, Twitter will provide data as described on the Website (“Challenge Data Set”). In order to register for the challenge and use the data each person in the team has to register and to be approved on developer.twitter.com. Your access to the Challenge Data Set is governed by the Twitter Developer Agreement and Policy located at <https://developer.twitter.com/en/developer-terms/agreement-and-policy> (“Twitter Developer Agreement”) and prior to accessing the Challenge Data Set you must agree to Twitter Developer Agreement. The Challenge Data Set may include some publicly available data of Twitter's advertisers; however, the Challenge Data Set does not contain any non-public information of Twitter's advertisers or users.

You agree to notify Twitter and the Organizers immediately upon learning of any possible unauthorized transmission or unauthorized access of the Challenge Data Set and agree to work with Twitter to rectify any unauthorized transmission.

Following the RecSys Challenge, Twitter may make the dataset available for researchers to access subject to the [Twitter Developer Agreement and Policy](#) for the purpose of research on recommender systems.

Submission

Conditioned upon compliance with these Terms, the Organizers will award Prizes to the participants with the highest scores, as evaluated by the Organizers according to the Requirements, in its sole discretion. The Prize will be sponsored by Twitter.

In order to be considered for a Prize, your Challenge submission (“Submission”) must conform to, and be submitted in the manner, form, and timeline described in the

Requirements set forth on the Website. Your Submission must include the source code and any related information used to derive the results contained in your Submission. The source code must be released under an open-source license (Apache 2.0). A third party should be able to use your submitted source to regenerate your results. Please read the Website carefully and contact the Organizers with any questions. The Organizers will score your Submission as described on the Website. Organizers or Twitter may contact participants and ask to publish any source code. In keeping with the goals of the RecSys Challenge, you agree that by entering a Submission, you represent and warrant that to the best of your knowledge, the Submission does not infringe the intellectual property rights (including copyrights, patents, trademarks or trade secrets) of any third party. You agree that no consideration will be due by the Organizers, the Sponsor or any other party in connection with any such intellectual property rights, other than as set forth in these Terms.

Submissions are void if they are in whole or in part illegible, incomplete, damaged, altered, counterfeit, obtained through fraud or, late. Organizers and Sponsor reserve the right, in their sole discretion, to disqualify any participant who makes a Submission that does not meet the Requirements or is in violation of these Terms.

Determining Winners

Each Submission will be scored and ranked by the evaluation metrics set forth on the Website. The top-scoring Submissions will be selected as the potential winner(s) of the Challenge. Final results are determined solely by the leaderboard ranking on the private leaderboard as set forth on the Website, subject to compliance with these Terms.

In the event of a tie, the Submission that was entered first to the Challenge will be the winner. In the event a potential winner is disqualified for any reason, the Submission that received the next highest score rank will be chosen as the potential winner.

The Organizers will notify the potential winner(s) by email. If a potential winner does not respond to the notification attempt within five (5) days from the first notification attempt, then such potential winner will be disqualified and an alternate potential winner will be selected from among all eligible entries received based on the judging criteria described herein.

The Organizers' determination of the winners is final and binding. Twitter is only a sponsor of the Challenge and is not responsible for determining the winners of the Challenge.

Winner's Obligations

As a condition to being awarded a Prize, a Prize winner must publish the final model's software code as used to generate the winning Submission and associated documentation and paper in the manner and form described on the Website and share with Organizers and Twitter the location where the materials are published; the delivered software code must be capable of generating the winning Submission and contain a description of resources required to build and/or run the executable code successfully.

Prizes

The prize(s) for this Challenge ("Prize(s)") are described on the Website. Odds of winning any prize depend on the number of eligible Submissions received by the Organizers and the skill of the participants.

All Prizes are subject to the Organizers' Review and verification of the participant's eligibility and compliance with these Terms, and the compliance of the winning Submissions with the Requirements. In the event that the Submission demonstrates non-compliance with these Terms or the Requirements, Organizers may at their sole discretion take either of the following actions: (a) disqualify the Submission(s); or, (b)

require the potential winner(s) to remediate within one week after notice of all issues identified in the Submission(s).

A potential winner may decline to be nominated as a Challenge winner by notifying the Organizers directly within one week after the end date and time of the Challenge as noted on the Website, in which case the potential winner forgoes any prize or other features associated with winning the Challenge.

Potential winners (including each team member, if applicable) must return all required prize acceptance documents within 15 days following notification, or such potential winner will be deemed to have forfeited the prize and another potential winner will be selected. Prize(s) will be awarded within approximately 30 days after receipt by the Organizers of the required Prize acceptance documents.

You are not eligible to receive any Prize if you do not meet the Eligibility requirements in Section 2 above.

If a team wins a monetary Prize, the Prize money will be allocated in even shares between the eligible team members.

Any valuation of the Prize(s) is based on available information provided to the Organizers and the value of any prize awarded to a winner must be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the Prize(s) and paying any expenses associated with any Prize.

Publicity

By accepting a Prize, you agree that the Organizers and its agencies may use your name and/or likeness for advertising and promotional purposes without additional compensation, unless prohibited by law.

Privacy

The organizers take your privacy very seriously. You understand that in order to administer the Challenge and award a Prize, you will be required to provide personal data to Organizers and Twitter, such as your name and email address. You consent to Organizers and Twitters's collection and processing (including sharing and storage) of your personal data in relation to this Challenge in compliance with the applicable data protection laws. If you have any questions about how we process your personal data, or if you want us to correct, block or delete your personal data, please contact the Organizers through the contact form on the Website.

Warranty

You warrant that your Submission is your own original work and, as such, you are the sole and exclusive owner and rights holder of the Submission, and you have the right to make the Submission and grant all required licenses. You agree not to make any Submission that infringes any third-party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or otherwise violates any applicable law.

Indemnity

To the maximum extent permitted by law, you agree to indemnify and hold harmless the Organizers at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default, or omission of the participant and/or a breach of any warranty set forth in these Terms. To the maximum extent permitted by law, you agree to defend, indemnify and hold the Organizers harmless from and against any and all third-party claims, actions, suits, or proceedings, as well as any and all losses, liabilities, damages, costs, and expenses (including reasonable attorney fees) arising out of or accruing from: (a) your Submission, or other

material uploaded or otherwise provided by you that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property rights of any third party, or defames any person or violates their rights of publicity or privacy; (b) any misrepresentation made by you in connection with the Challenge; (c) any non-compliance by you with these Terms; (d) claims brought by persons or entities other than the parties to these Terms arising from or related to your involvement with the Challenge; and, (e) your acceptance, possession, misuse or use of any Prize, or your participation in the Challenge and any Challenge-related activity.

Organizers and Twitter are not responsible for any malfunction of the Website or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Submissions or entry materials due to system errors; failed, incomplete, or garbled computer or other telecommunication transmission malfunctions; hardware or software failures of any kind; lost or unavailable network connections; typographical or system/human errors and failures; technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment; traffic congestion on the Internet or at the Website; or, any combination thereof, which may limit a participant's ability to participate. You hereby release Organizers and Twitter from any liability associated with any malfunction or other problem with the Website; any error in the collection, processing, or retention of any Submission; or any typographical or other error in the printing, offering or announcement of any Prize or winners.

Twitter is only a Sponsor of the Challenge, therefore You waive any and all claims of liability against Twitter for administration of the Challenge.

Right to Cancel, Modify, or Disqualify

If for any reason the Challenge cannot be run as planned due to reasons beyond the Organizers' reasonable control, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other

causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Challenge, Organizers reserve the right at their sole discretion to cancel, terminate, modify, or suspend the Challenge. The Organizers further reserve the right to disqualify any participant who tampers with the submission process or any other part of the Challenge or Website. Any attempt by a participant to deliberately damage any website, including the Website, or undermine the legitimate operation of the Challenge is a violation of these Terms and should such an attempt be made, the Organizers reserve the right to seek damages from any such participant to the fullest extent of the applicable law.

No Offer of Employment

Under no circumstances shall the entry of a Submission, the awarding of a Prize, or anything in these Terms be construed as an offer or contract of employment with the Organizers or Twitter. You acknowledge that you have submitted your Submission voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship, or implied-in-fact contract now exists between you, the Organizers and Twitter and that no such relationship is established by the entry of your Submission.

Severability

The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision hereof. If any provision is held invalid, illegal or unenforceable in any jurisdiction, then, to the fullest extent permitted by law, all other provisions hereof will remain in full force and effect.

Waiver

No delay or omission in exercising any right hereunder will operate as a waiver of that or any other right. A waiver or consent given on one occasion will not be construed as a bar to or waiver of any right on any other occasion. Any waiver must be in writing.

Integration

These Terms constitute the entire agreement between you, Organizers, and Twitter concerning the Challenge and supersede any prior or contemporaneous agreements concerning the Challenge.